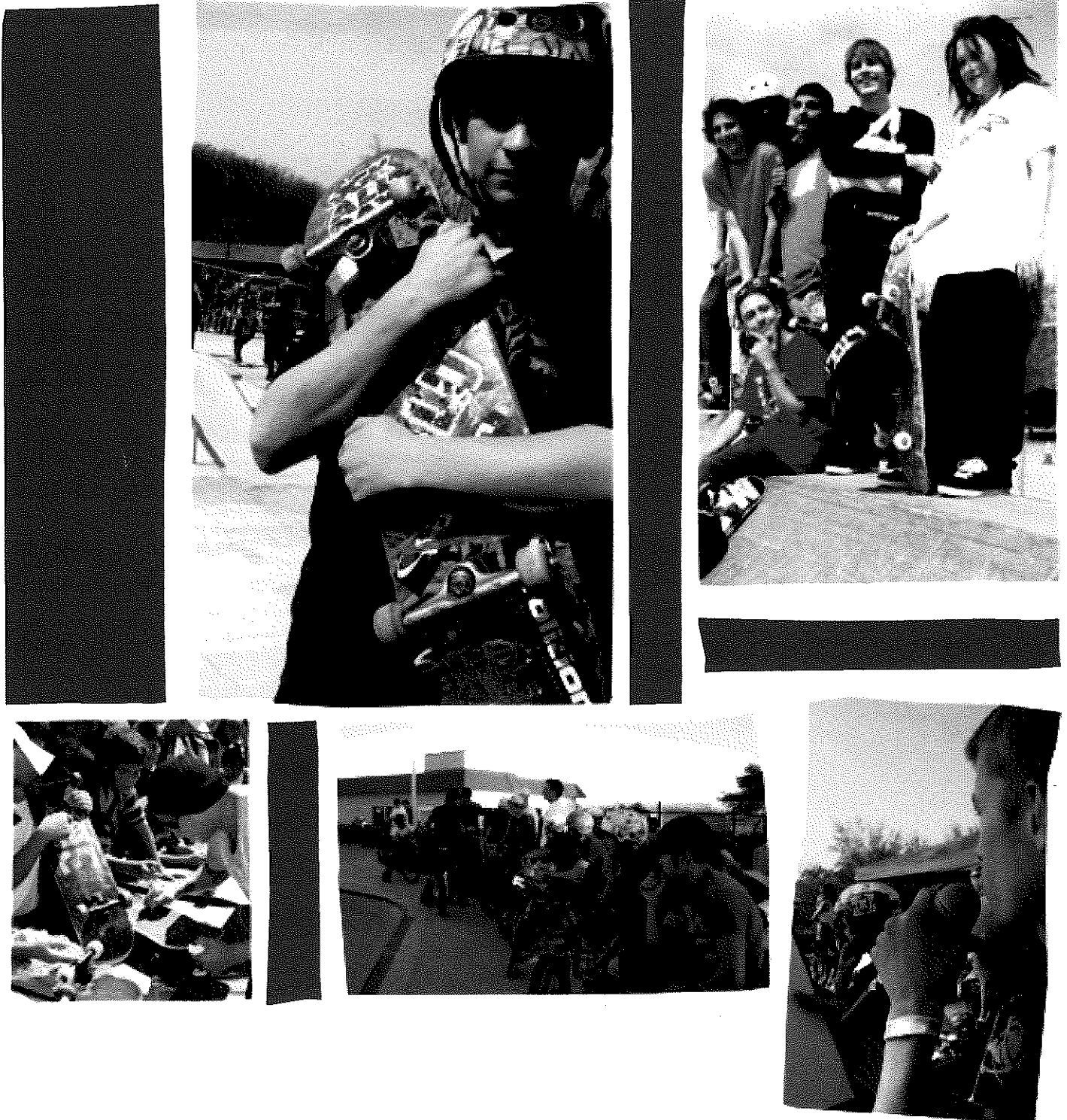


Action Park Alliance

PROPOSAL

PROFESSIONAL MANAGEMENT OF DUNWOODY, GA SKATEPARK AND CONCESSION



Enhancing Public Recreational Investments

professional skatepark management, risk management & after-school programming



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**A unique public-private partnership
bringing cities, skaters and corporations together to improve lives**

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Proposal Statement

Contact Information

For questions or further information about this proposal, please contact:

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Action Park Alliance, Inc.
15131 Clark Avenue
City of Industry, CA 91745
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951-634-6537
mark@actionparkalliance.com

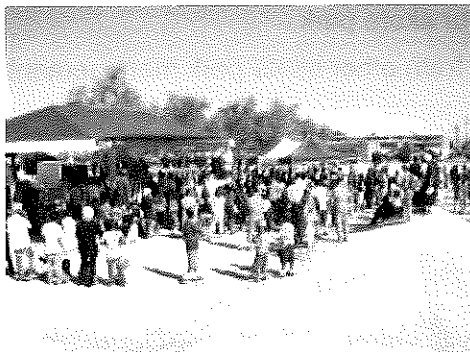
Kirsten Bradford, CEO
Action Park Alliance, Inc.
15131 Clark Avenue
City of Industry, CA 91745
www.actionparkalliance.com
626-330-5803 x. 203
Kirsten@actionparkalliance.com

Introduction

Overview of Proposal



Action Park Alliance, Inc. is the only company in the United States specializing solely in the professional management of a network of municipal skateparks. Action Park Alliance is providing an alternate proposal to what has been requested in this RFP.



We have structured our proposal so that some of the operational funding will be provided by the City of Dunwoody, and the fees to the kids of the community are kept at an affordable level.

Our references are very strong and will provide you with detailed information about our capabilities and the quality of our services.

APA is willing to meet with the City of Dunwoody to discuss our proposal, and work together to craft a relationship that best meets the needs of the City, the kids in the community, and Action Park Alliance. This includes tailoring fee structures, product offerings, and hours of operation.

Firm Background

20 Years in Action Sports

The Action Park Alliance, Inc., or APA, is an organization that operates skate parks through public-private partnerships with cities. Our principals have been actively involved in skate park management for over 10 years, coming together to found Action Park Alliance in 2002. APA management reduces the cost and risk cities face when supervising parks on their own. It also ensures greater safety and puts trained staff in the position of supervision.

At Action Park Alliance, Inc., our focus is on programming. We feel that your community skate parks can be a great opportunity for youth development, providing a wide variety of activities to a typically under-served group. For this reason, we partner with communities to provide high-quality programming at the lowest cost possible to the end users.

We at the Action Park Alliance are pleased to provide you with this proposal for the management of your skate park.

Here's what separates us from other skate park management firms:

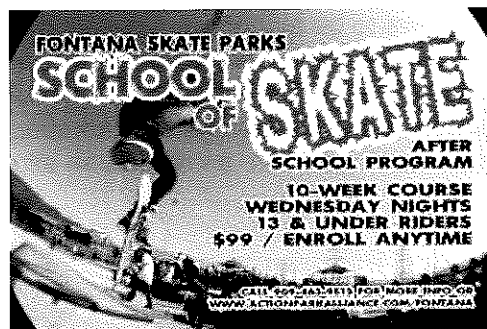


- X-Games and Gravity Games Affiliation—Our officers have provided equipment and services for the X-Games and Gravity Games, and we have close relationships to all the professional athletes.
- We utilize a custom-designed software package featuring:
 - To-the-minute tracking of all park users and their attendance history and waivers.
 - Tracking of all injuries, with follow-up reminders.
 - Provides safety and medical information for all users.
 - Complete accounting of all sales, including food, admissions, memberships, rental gear, etc.
- Contest Series—As part of our network of parks, we host nationwide amateur and professional competition series.
- Professional Skater Affiliations—having worked for years in the action sports industry, we are closely tied to professional skaters and BMX riders. This means that we can secure pros for events, contests, demos and appearances.
- Television Coverage—With our wide variety of events and contests at our parks, we have the ability to generate nationwide television exposure for the skate park, and for the community of Dunwoody.

Firm Background

(Continued)

- Directory Listings—All our parks are listed in internet and industry publication directories.
- Newsletters—We publish a monthly newsletter featuring activities at all our skateparks nationwide.



- Multi-facility Marketing—We offer a network of facilities, which allows for reciprocal membership benefits between parks.
- Comprehensive insurance package—We carry limited medical coverage for participants in addition to standard liability.
- Expert Maintenance—Because our roots are in building world-class skate park facilities, we are knowledgeable with all types of construction, and are capable of providing the most comprehensive maintenance and inspections.
- Rolling Sports Educational Curriculum—In our other cities, we are working closely with the school districts to create physical education programs which teach skateboarding and in-line skating skills to those children who prefer these sports to traditional sports.
- Mentoring Program for at-risk youth—We offer scholarship programs to under-privileged children to allow all community members to use the park.

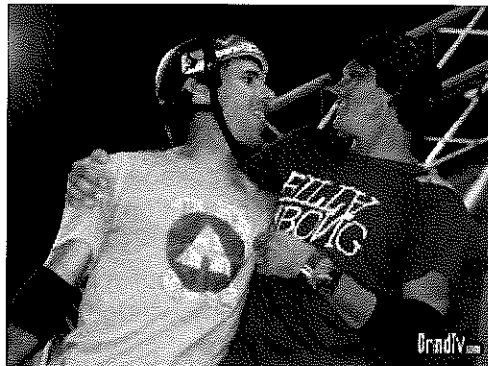
Business Plan

Scope of Work

1. Skate Park Operation & Insurance

○ At a minimum, Action Park Alliance will offer a fully-staffed skate park atmosphere, enforcing safety gear rules at all times. Patrons without safety gear will be able to rent it from the pro shop. Our operation is completely computerized, and tracks each and every person using the skate parks. We require waivers to be signed by a parent or guardian, and they are kept on file at the parks. We carry a comprehensive liability insurance policy, and accident/ excess medical policy to provide maximum protection for our municipal clients. We have a comprehensive marketing plan that we implement at all our parks to generate as much use as possible.

2. Special Events and Programming

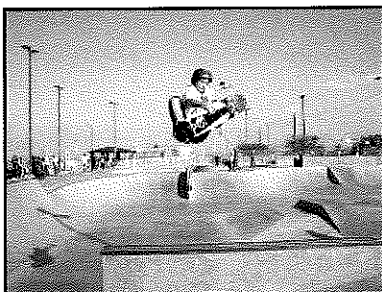


○ Programming is our specialty. We provide a full compliment of lessons, camps, and clinics at all our parks. We consistently hold special events including local contests, concerts, etc. In addition, we work to bring high profile special events to each and every facility, including professional demonstrations and competitions. We held the first ever Triple Threat Skateboard contest at our park in Lake Elsinore, CA, which attracted the top names in skateboarding (including Andy MacDonald) and was televised on the Fox network. Please see Appendix I B for a sample special events flyer and a sample flyer from our Orlando park.

Business Plan

Scope of Work (Continued)

3. Proposed Hours of Operation and Session pricing



Alliance Skate Park of Dunwoody Hours of Operation

Weekdays—

Monday through Friday—Noon to 9:00 PM (variable hours based on school)

Holidays—

The skateparks will be closed on Christmas, Thanksgiving, Easter.

Weekends—

Saturday and Sunday—9:00 AM to 9:00 PM

Scope of Services & Pricing

- Action Park Alliance will monitor and supervise the skateparks for 362 days per year, weather permitting.
- Action Park Alliance will promote, provide, monitor, and conduct the following programming in each skatepark location.

Memberships—Annual memberships allow unlimited use

- Resident Membership \$25.00
- Non-Resident Membership \$35.00
- Memberships Include:
 - 10% discount on special events (camps, contests, lessons, concerts, birthday party packages) when membership is paid in full.

Entry Fees—All-day passes (no sessions)

- Resident Member Day Pass \$5
- Non-Resident Member Day Pass \$6
- Non-Member Day Pass \$8

Business Plan

Scope of Work (Continued)

Special Events/ Services (All Programming Fees go to Action Park Alliance)—



- Estimated Schedule of Events:
 - Camps—Six 5-day camps per year, maximum 30 campers per session.
 - Lessons—1 lesson per week, maximum 30 campers per session.
 - Contests—8 contests per year, 75 maximum entrants per contest.
 - Concerts—2 concerts per year, 200 attendees maximum per concert.
 - Fee Structure TBD.

Concessions & Retail—

- Action Park Alliance will maintain a concession and limited retail operation and retain the revenues from these sales.

Other Events—

- Birthday parties and any special park rentals.
- Additional camps, lessons, contests and clinics above and beyond those listed above.
- Revenues from filming and photography.

Annual Staffing Fee paid to Action Park Alliance: \$140,000

Business Plan

Scope of Work (Continued)

4. Pro Shop



- In order to keep costs down for the participants, to give the most benefit to the community, and for the skate parks to thrive as hubs of recreation, a pro shop is an integral part of the APA's plan for the Dunwoody park. The pro shop will create a purpose for park employees to become involved in the community beyond insurance and simply overseeing operations.

- Our Executive Director, Mark Laue, will purchase the initial shop retail inventory, which would include over 1,000 different items. Mark Laue has owned and operated skate and BMX park facilities for over seven years, and has been integrally involved in professional competitions in action sports for nearly a decade. This unique expertise is what sets us apart from our competition; we take pride as experts in the rapidly changing environment of the action sports world. With over 95% of the skateboard product manufacturers located in our home turf of Southern California, we have wonderful existing relationships. Additionally, most of professional skaters also call Southern California their home, and we are proud to count many of them as friends and associates. We are involved with both groups on many levels, and this would facilitate the purchasing of skate goods and the organizing of pro skateboard contests. The APA staff has been skating and developing action sports for over twenty years; few firms have our level of experience.

5. Snack Bar / Food Service Operations

- APA will sell a wide array of snacks, cooked packaged foods and non-alcoholic beverages. A clean and orderly food facility will be maintained at all times.

Business Plan

Scope of Work (Continued)

6. Employees, Subcontractors, and Agents

- When any new park comes under the management of the APA, Mark Laue is on site before and after the management change for a period of several weeks. In the case of your park, Mark will be on site prior to the change over to supervise and control the hiring of all staff. The selected manager will be trained as long as necessary on site before allowing them to operate on their own; however, the training will not stop there--- contact is made 3-5 times per day to ensure the proper running of all APA facilities.



- Part of our company's hiring technique is to find staff members with retail and business management expertise. Our current Southeast area supervisor has lived in central Florida all his life and has personally managed our Orlando park for three years. He has helped us develop a respected organization in the Florida skate scene. Along with Mark Laue, he would be your point of contact with the APA. Several assistant managers would then be hired who would be much more active in the local skate community. These are the people that are most likely to really connect with the skaters, and will command their respect as role models and rule enforcers. We have found this hiring formula to meet all of the goals of providing quality skate supervision and running a profitable retail store. Our philosophy of maintaining close relationships with our employees has kept our employee turnover rate under 20% throughout the last 4 years. Of course, all our staff will be First Aid and CPR trained.

- Each park will be staffed with a minimum of one trained staff member over the age of eighteen. We will require two qualified staff members to be present during the most popular skating times when there are more than 35 participants in the skating area.

Business Plan

Scope of Work (Continued)

7. Maintenance and Record Keeping

- For all APA parks, we keep up-to-the-minute computerized records of all revenue, products sold, kids in the park, injuries and status and maintenance in all our parks. We have a detailed maintenance inspection procedure, which includes record-keeping. We also have a well-documented injury procedure. Please see Appendix IC for generic incident and maintenance reports.

8. Terms of Proposal

Action Park Alliance Responsibilities

- Staffing and Security
 - The park will be staffed with a minimum of one management-level employee over the age of eighteen, at all times.
 - Additional staff members will be on duty for each session or activity with more than 35 participants. A minimum of one staff person per 35 participants will be on duty at all times.
 - CPR Training—all of our employees are CPR and First-Aid certified.
 - If there are union requirements, costs may increase.
 - APA shall provide adequate security measures (video monitoring, alarm system, etc.), meeting APA's guidelines.
- Maintenance of skatepark
 - Action Park Alliance will conduct daily park inspections; any significant findings, especially those that may present warranty issues, will be promptly reported to Dunwoody for further action.
 - Examples of maintenance that will be performed by APA are minor painting, trash removal, graffiti removal from within the fenced skatepark, minor concrete patching (if not under warranty).
 - All structural, major, or warranty work needed will be reported to Dunwoody, who will be responsible for completing the repairs or filing warranty claims with the builder.
 - APA will facilitate and coordinate any necessary warranty filings and procedures.
 - APA shall provide the janitorial services for the public restrooms during the hours the Dunwoody park staff is not on-site which is estimated to be no more the six hours per week.
 - APA will be responsible for minor landscape and general site maintenance within the fenced area of the skatepark.

Business Plan

Scope of Work (Continued)

8. Terms of Proposal (Cont'd)

- Maintenance of pro shop

- All exterior maintenance of the pro shop building is the responsibility of Dunwoody, including major appliances, such as HVAC and electrical.
- APA will maintain the interior of the pro shop building, including all fixtures provided, and will replace, at its cost, anything under \$500.00.
- If any warranty service is needed for any appliances or parts of the building, APA will coordinate the service and maintain all appropriate documentation.

- Insurance/ Liability

- APA will require all participants to sign a liability waiver, releasing Dunwoody and APA of liability. These waivers must be signed by parent or legal guardian for anyone under the age of 18, and identification is required. Final wording of the waiver may be modified by Dunwoody's attorney/ risk manager.
- APA will require safety gear to be worn at all times, in compliance with the laws of the State of Georgia, and will enforce such requirements.
- APA will maintain a liability policy naming Dunwoody (and all related parties), in the amounts of \$1M per occurrence, \$2M aggregate.
- APA will maintain an accident and excess medical insurance policy to drastically reduce the likelihood of lawsuits and insurance claims, especially for medical and injury reasons.

- Garbage disposal

- APA shall collect trash in the bins, and take it to the dumpster.

- Utilities costs

- APA shall pay any metered utilities for the pro shop building.

Business Plan

Scope of Work (Continued)

8. Terms of Proposal (Cont'd)

- Record-keeping

- APA will keep detailed injury reports, maintenance reports, liability waivers, and incident reports, both electronically and physically. APA will report all major incidents and injuries to the City of Dunwoody.
- APA will complete and submit the required annual reporting and documentation to the State of Georgia, to comply with recreational immunity provisions.
- Complete financial information including detailed inventory tracking and all accounting.
- APA shall provide monthly park usage reporting to Dunwoody, and annual recap reporting.

- Taxes

- APA will be responsible for the collection and payment of all sales taxes on sales of non-exempt items in the pro shop.
- APA will be responsible for paying business personal property tax for its property within the pro shop building, including any fixtures and inventory. Any property taxes or special assessments for the building or the property shall be the responsibility of Dunwoody.

- Concessions services

- APA will maintain a fully-stocked concession operation, including drinks, water, snack foods, etc.

- Retail goods

- APA will maintain an inventory of necessity and replacement items, including skateboard decks, wheels, trucks, etc.

- Sponsorship

- APA will work to sell sponsorship for the skatepark, within any guidelines or restrictions from Dunwoody.

- Consultation

- APA will provide consultation regarding the design of the pro shop and skatepark, at no additional charge.

Business Plan

Scope of Work (Continued)

8. Terms of Proposal (Cont'd)

Dunwoody Responsibilities

▪ Skatepark

- Dunwoody shall provide a professionally designed and constructed skatepark (existing).
- Skatepark shall be in good condition, and meet all ASTM guidelines.
- Skatepark shall have adequate access control (fencing), meeting APA's guidelines.

▪ Pro shop building

- Dunwoody shall provide a pro shop building of approximately 600 square feet at the skatepark for APA to set up pro shop and concession operations, to APA's specifications.
- APA will need possession of the completed pro shop building 30 days prior to desired opening of skatepark. Pro shop must have all utilities including phone, internet, HVAC, electrical, etc. in working order prior to APA taking possession.

▪ Utilities costs

- Dunwoody shall be responsible for paying the electric bill for any outdoor park lighting and any utility bills for the park outside of the pro shop.

▪ Public restrooms

- Dunwoody shall provide public restrooms and be responsible for securing the restroom and entrance to the restroom.

▪ Maintenance

- Dunwoody will be responsible for major landscape and general site maintenance, including any repairs needed for lighting, fencing and major concrete repairs.

Business Plan

Scope of Work (Continued)

8. Terms of Proposal (Cont'd)

- Garbage disposal
 - Dunwoody shall be responsible for supplying a dumpster for APA to dispose of skatepark trash from skatepark participants.
- Taxes
 - Any property taxes or special assessments for the building or the property shall be the responsibility of Dunwoody.
- Marketing/ Promotion
 - Dunwoody shall include the APA skatepark in its monthly mailers and any other promotional materials it produces.
- Staffing Fees
 - Dunwoody's annual staffing fee to APA will be \$140,000, payable in monthly increments of \$11,666, on the first day of each month.
 - The first two months' payments will be due upon the signing of the management agreement.

Qualifications

Nationwide scope & local connections

References

Parks Currently in Operation:

- City of Grand Prairie, TX
318 W. Main
Grand Prairie, TX 75050
Rick Herold/ rherold@gptx.org
- City of Fontana, CA
15556 Summit Avenue
Fontana, CA 92336
Hector Vasquez/ 909-350-6576
Fontana North Park
- City of Fontana, CA
16581 Filbert Avenue
Fontana, CA 92335
Hector Vasquez/ 909-350-6576
Fontana South Park
- City of Orlando, FL
649 W. Livingston Street
Orlando, FL 32801
Anthony Williams/
407-246-3729
Anthony.williams@ci.orlando.fl.us

Industry References:

- Skate Park Association, USA
13015 Washington Blvd.
Los Angeles, CA 90066
Heidi Lemmon
310-823-9228
- Francis L. Dean & Assoc.
880 Apollo St., Suite 215
El Segundo, CA 90245
Katherine Wong
888-416-9091 x. 106
- Joint Powers Insurance
Authority
8081 Moody Street
La Palma, CA 90623
Allan Amico
562-467-8700

Principles/ Project Team Members

The most experienced team in skateparks

i. Mark Laue – Executive Director

Mark Laue, executive director of the Action Park Alliance, has been a fixture in the action sports professional community for over ten years. Mark brings a plethora of management and marketing skills to the position. In 1998, Mark founded the first 30,000 sq. ft. Real Ride Skate Park in Salt Lake City, UT. Currently, he operates Real Ride Skate Park Lake Perris, CA: a 100,000 sq. ft. skating facility – the largest in North America – which includes a café, a full-service skate shop, an arcade, a paintball park, and the only public foam pit on the west coast. The park encompasses four separate courses and allows bikers, skateboarders, in-line skaters and even kids with scooters to ride and play together in the same sessions. Real Ride has hosted several major events, including Tony Hawk's skate park tour (televised), the ASA amateur in-line skating competition, the ASA Pro Tour (on ESPN), the Dave Mirra Super Tour, the DK Pro dirt circuit (televised), and several BMX stunt shows.

As operator of Real Ride, Mark has managed daily operations, overseen accounting, balanced budgets, directed employees, supervised the opening and running of skate shops, and produced many special events, including concerts and competitions. Through Real Ride, Mark has shown a deep commitment to the community and youth programs. While in still in Salt Lake, Mark developed skating schools and was a mentor in Mayor Deedee Corradini's "Olympikids" program. In California, Mark has produced and announced for BMX stunt shows that were designed to motivate today's youth to be goal-oriented, positive young adults. In 2004, he opened Camp Realride, a summer camp program.

In addition to his park management skills, Mark is an accomplished event marketer. While in partnership with Anywhere Sports Productions, Mark announced for the 2005 Core Tour and the National In-line Skate Series. While with Red Square Television, he was assistant producer for Project Detention 2003 in Stockton, CA, and also hosted, produced and announced for the Best of BMX shows. At the world-famous Jack Morton Productions, Mark served as assistant stage manager for the opening and closing ceremonies of the winter Paralympics in 2002.

Principles/ Project Team Members

The most experienced team in skateparks

ii. Kirsten Bradford – CEO and CFO

Kirsten Bradford is Chief Executive Officer & Chief Financial Officer of Action Park Alliance, Inc., a skate park staffing and management company. She also serves in the same capacity for Spohn Ranch Inc., a special event services and skate park manufacturing company. While both companies work with municipal clients, the services are substantially different.

Kirsten has top-to-bottom experience in all aspects of action sports from logistics and manufacturing to accounting and government contracting. Kirsten is responsible for supervising all projects from inception to completion. Every critical task or decision for both companies is guided by her hand. Her ability to organize and motivate keeps the APA management team on track in spite of the challenges typically faced by family run businesses.

Kirsten has been integrally involved in the action sports industry for the past thirteen years. The breadth of her experience is vast and ranges from the production and management of nationwide tours and televised competitions, to the construction of high-quality permanent facilities, to the operation of retail locations.

She believes that the key to creating successful facilities for today's action sports athletes is to stay in touch with the trends in the sports and to work closely with municipalities to facilitate youth participation in the skate park process.

Kirsten also has extensive experience with liability issues, and has worked hand-in-hand with insurance brokers and underwriters to develop programs specifically for skate parks. Through a number of municipal projects, Kirsten has become adept at assisting the various city departments in smoothly achieving their goal of developing a successful skate park.

Kirsten's clients include ESPN & the X-Games, Red Bull, City of Los Angeles, Vans Triple Crown, Virgin Airlines, and the Gravity Games.

KIRSTEN BRADFORD,
Spohn Ranch

Inc. 5000

Principles/ Project Team Members

The most experienced team in skateparks

iii. Aaron Spohn – President

Aaron Spohn, President of Action Park Alliance, is one of the pioneers of the skate park industry, having founded Spohn Ranch in 1992 as the popularity of skateboarding and action sports was beginning to intensify. His unflagging attention to quality and innovation has earned Spohn Ranch numerous accolades, including the Skate Park Association USA award for excellence in skate park construction. Today, Spohn Ranch, proud member of the International Association of Skateboard Companies (IASC), remains an industry leader while setting standards for safety. Aaron's commitment to safety and today's youth has led him to work on a subcommittee of the ASTM, one of the largest voluntary standards development organizations in the world, to develop safety guidelines for the construction of skate parks. Further, having witnessed the failure and closing of many skate parks due to inattention, Aaron aspires to see all parks managed and programmed with safety as the number one priority. The result of this concern was the founding of the Action Park Alliance.

In addition to designing, building, maintaining and managing skate parks, Spohn Ranch has provided equipment and services for nearly every major action sports property, including Vans Triple Crown, ASA Pro Tour, National Inline Skate Series, X-Trials, Gravity Games, Slam City Jam, Aggressive Skaters Association, International Inline Series, the Core Tour, B3 and Mat Hoffman's CFB Series. Aaron was instrumental in developing the X Games concept with ESPN and conceived and constructed the structures for the inaugural event. Aaron also served as a consultant for a tribute to extreme sports presented at the 1996 Atlanta Olympics.

As an industry expert, Aaron is often a guest speaker at events such as the National Park and Recreation Association Conference, as well as Parks and Recreation conferences in California, Ohio, Pennsylvania, and Connecticut. Additionally, he frequently lends his expertise to the trade magazines, having contributed editorial material to Athletic Business Magazine, Landscape Architect and Specifier News, and the National Park and Recreation Association magazine, among others. He is also credited with editing the 60 Tricks skate magazine, and was a contributing columnist to Inline Magazine.

Aaron is not just a skate park builder, he is also a skater. Since 1972, Aaron has skated in stunt shows with the likes of Mat Hoffman and Tony Hawk, and has performed in numerous commercials, films and television programs. His likeness has been featured on numerous postcards, in books and in magazines. He was even the inspiration for the Skateman comic book character - a hero of the Venice Beach community. Today, Aaron still enjoys skating in and around his Los Angeles community, and he is also actively involved in the sport of Motocross.

Principles/ Project Team Members

The most experienced team in skateparks

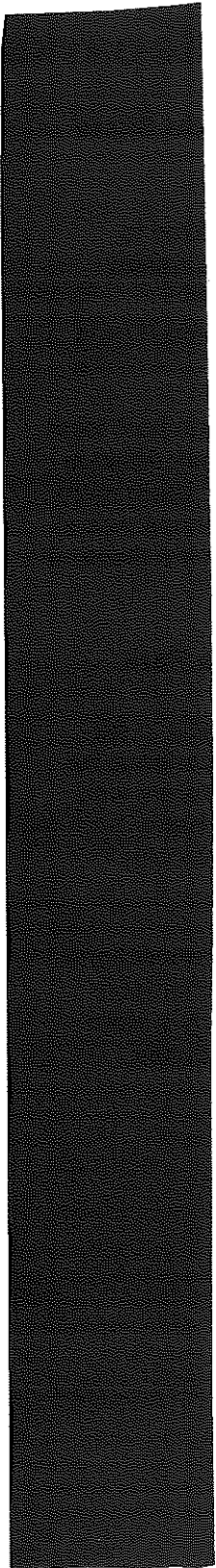
iv. Donny Smith – Director of Programming

Donny Smith, currently the nationwide Director of Programming and formerly the general manager for the Action Park Alliance at the Orlando skate park, has been with the organization for over three years. In this role, Donny works with park managers to create a full and vibrant calendar of events, produces special events and develops marketing and promotional materials.

Before joining the APA, Donny was a manager at the local University Surf and skate and locally hosted fundraisers and promotes amateur skating events. Donny was also responsible for creating and updating the Orlando Skate Park website, an instrumental tool in the local skate scene.

Donny has been involved in skating almost as long as he has been walking. At the age of 14, Donny traveled the world introducing skateboarding to other cultures. He also successfully lobbied in his city for a local skate park.

Evidence of Insurance



Principles/ Project Team Members

The most experienced team in skateparks

vi. Johnny Christopher King - Regional Manager, Orlando Skate Park

Since his days a professional wakeboarder, Johnny has been committed to action sports. Currently the General Manager for the legendary Orlando Skate Park, Johnny brings 14 years of experience in action sports management and retail. He's seen trends come and go, and knows how to connect with today's youth.

His extensive network of connections in Florida & the Southeast brings both local and national events to the Orlando Skate Park. Like all Action Park Alliance Managers, Johnny is a fixture in his local scene, making the park seem more like a local spot than a public facility. Prior to joining the APA, Johnny was a team manager for the G-Bolt and Silver Moon squads, as well as the General Manager of the University Surf and Skate shop in Orlando.

v. Brett A. Spencer - Assistant Manager, Orlando Skate Park

Brett brings strong knowledge in both action sports retail and hospitality to his duties as Assistant Manager of the Orlando Skate Park. The experience he gained at the Orlando Ritz Carlton helps when tending the VIP skaters who frequent the park during contests and team tours. Additionally, his restaurant management experience at Ritz Carlton will be valuable with setting up and operating the café at Payne Park.

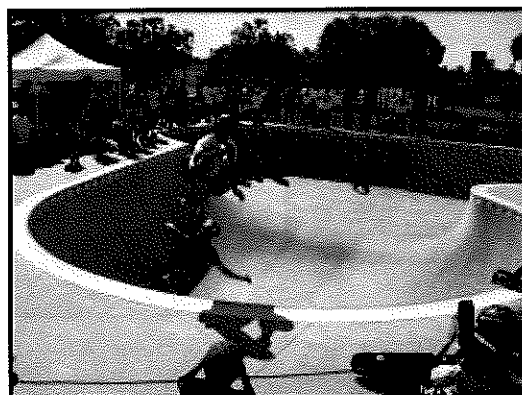
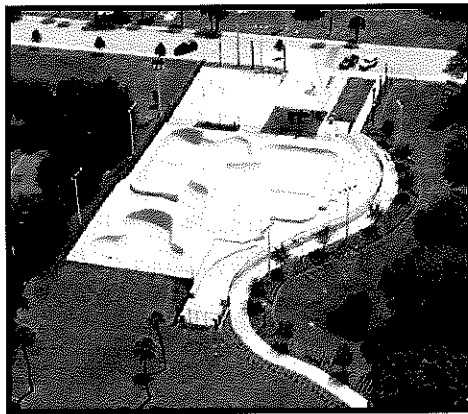
His work with the non-profit Cornerstone Project established strong connections across Orlando, giving him a deep rolodex to attract events and charitable opportunities to give diversity to the park's programming. Formerly a store manager with Quicksilver, Brett brings board-sports savvy to his duties.

Current Clients

Orlando Skatepark; Orlando, FL

The Orlando Skate Park is located about 2 miles east of Downtown Orlando in Festival Park.

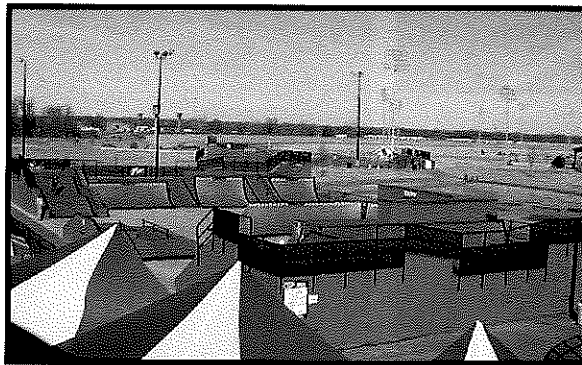
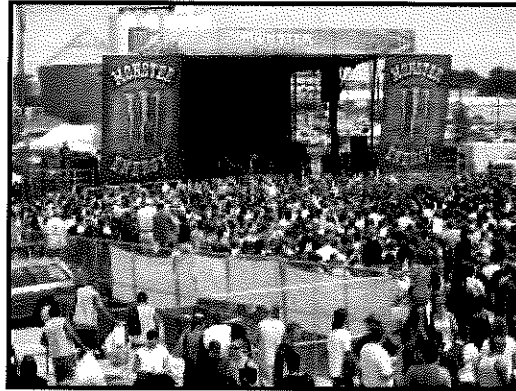
The Skate park consists of a beginner's area, a big flow course and an advanced bowl. The beginner's course is perfect for kids that are just learning how to skate. The flow course is huge measuring out to 8,000 Sq. Ft.



Current Clients

Alliance Skatepark; Grand Prairie, TX

This \$1.2 million outdoor skate park, funded by the City of Grand Prairie, includes a advanced outdoor course, intermediate/advanced covered course, and a beginner's course. The park also has a full service skate shop on site with skateboards, shoes and clothing.



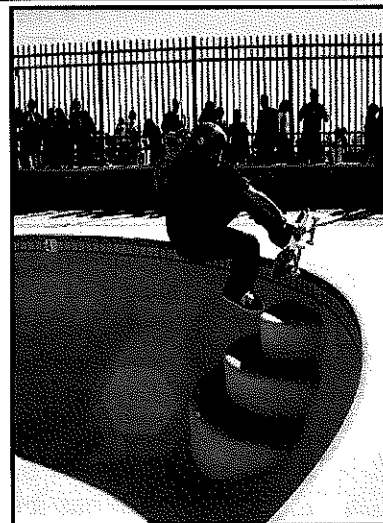
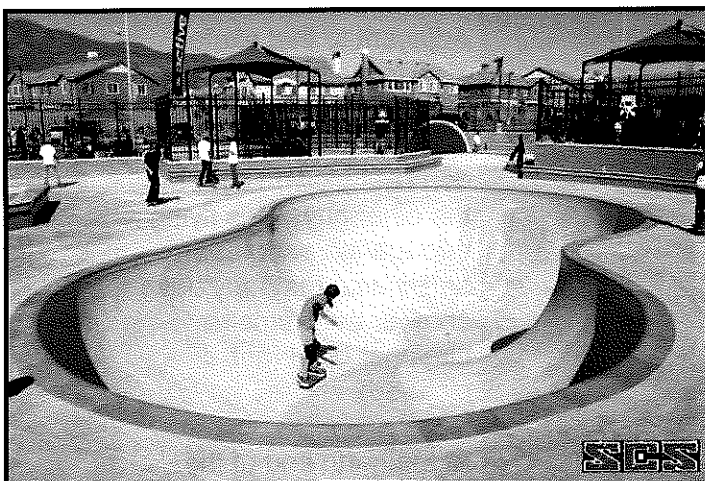
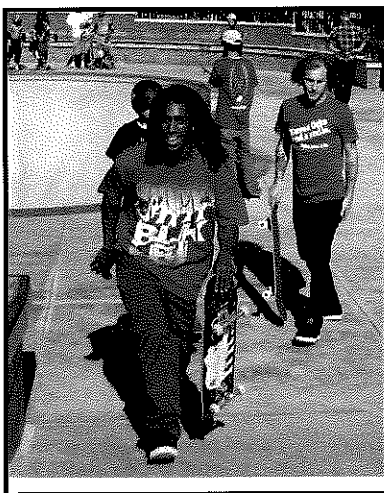
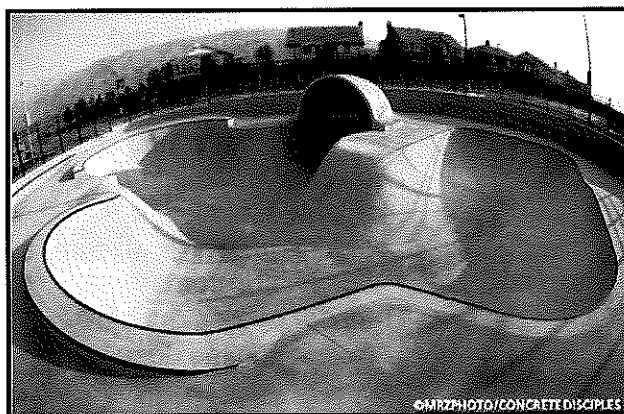
Current Clients

North Fontana Skatepark; Fontana, CA

This park features a street course, Peanut Pool, Roman Pool and a flow run. What is nice about the skatepark is that each feature is separate which reduces the collision factor.

The Peanut Pool is reminiscent to skatepark pools of the past will many comparing the deep end of the pool to one of the pools that was at the Colton Skate Ranch in the early 80's.

This is a 60% vert park and 40% street park that should stoke the locals for years to come and get some heavy outside attention from skateboarders around the country and the world.



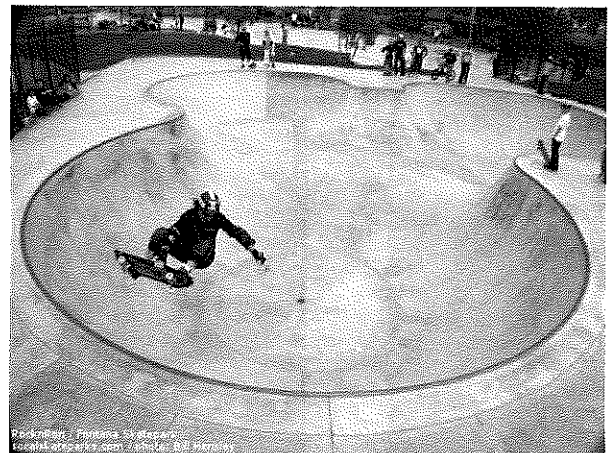
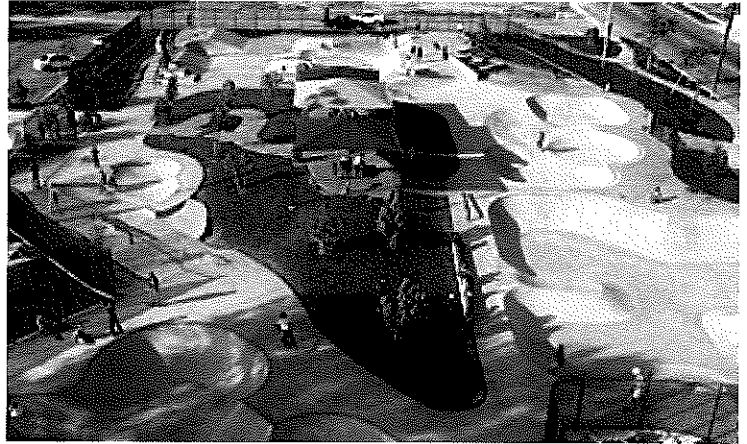
Current Clients

South Fontana Skatepark; Fontana, CA

There is a vertical bowl at about 9 feet deep that has 2 smaller brothers attached at about 7 and 4 feet deep. Carve freely between them all and blast lines through out these bowl. Then there is a great intermediate sized bowl that flows into a large pyramid ledge contraction which will turn you towards some smaller bowled out banks or back into the deeper bowl.

Adjacent to that skate area is a small beginner bowl. bowl for the smaller kids to learn in so they don't get plowed over by the older guys/girls flying through the park. Even better than that they have another even smaller beginner bowl (not pictured).

At the north end of the park is a really cool street course. Slants, banks, and rails (even a whoopy rail copy from Newberg Oregon) to bust out all the best street tricks on. In the center of the park there are 2 shade awnings because this place will be scorching hot in the summer. You'll also find possibly the best free public fingerboard skatepark ever made. It even has a full pipe!

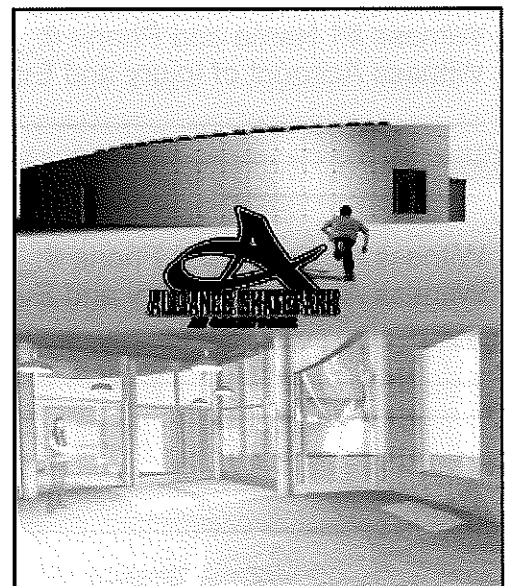
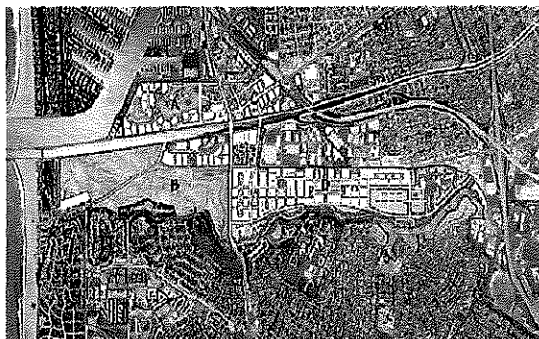
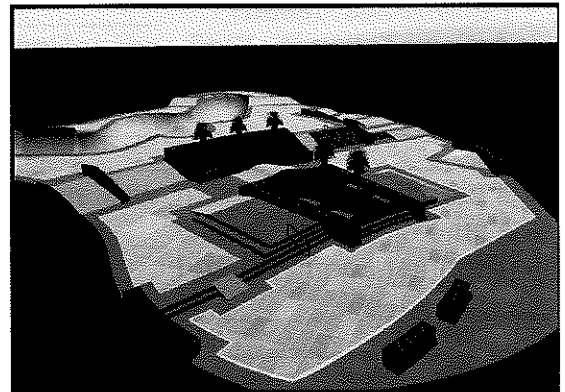
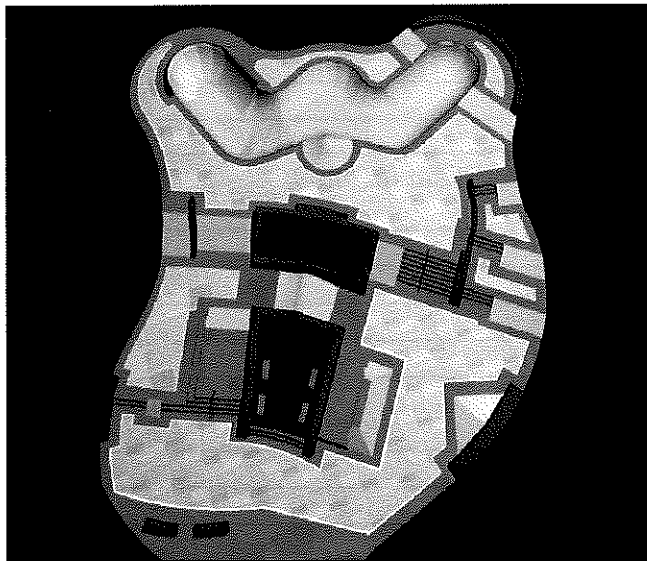
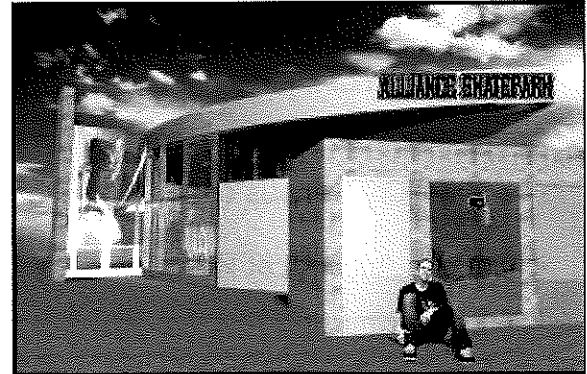


Current Clients

Playa Vista Skatepark; Los Angeles, CA

Opening in summer of 2010, the park consists of a beginner's street area, a multi-skill level flow course and advanced level pool. The overall flow terrain ranges from 5' to 9' deep and includes "skatable art" such as brick/marble banks, granite ramps, skate sculptures, and a roll-in off the restroom building roof.

The flow course additionally features a spine with a transfer ledge, 90 and 45 degree hips and deep corner pockets. The design also includes a street plaza.



Appendix I C – Generic Incident Report

INCIDENT REPORT FORM

Action Park Alliance, Inc.

- Name of Person Filling Out Report: _____
- Position/ Title: _____
- Date of Injury/ Report: _____
- Name of Injured: _____
- Time of Injury: _____
- Place where injury occurred: _____
- Description of Injury: _____

- Is the Injury Serious or Life Threatening? _____

- Injured's Account of How the Injury Occurred: _____

- Paramedics Called? _____
- Actions Taken By Staff and/ or Paramedics: _____

- If paramedics not called, was injured taken to a medical facility? _____
- Name of medical facility: _____
- Treatment administered: _____

- Witness #1 Name and Phone #: _____
- Witness Account of Injury and Events Leading To: _____

- Witness #2 Name and Phone #: _____
- Witness Account of Injury and Events Leading To: _____

Signed: _____ Date: _____

Appendix I C – Generic Maintenance Report

Day	Date	Time
<u>Drain Covers on and Secure</u> q Area X q Area X q Area X q Area X q Area X q Area X		<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:
<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No OPENING REPORT No If no, explain:		<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:
<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:		<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:
<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:		<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:
<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:		<u><< INSERT Area 'X' >></u> Area open and safe for skating? q Yes q No If no, explain:
<u>Parking Lot & Entrance</u> q Satisfactory q Unsatisfactory (explain):		<u>Inside Building</u> q Satisfactory q Unsatisfactory (explain):
Additional Comments		
Manager on Duty/Date:		Signature:

PROPOSAL FORM

CITY OF DUNWOODY, GA

RFP 10-10 Operation and Management of the Brook Run Skate Park

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 10-10 Operation and Management of the Brook Run Skate Park, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
<u>1</u>	<u>10/26/10</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

- 2.2.5 Any additional services to be offered such as skateboard repair, concessions and/or retail.
 - 2.2.6 Plan to promote the facility including any proposed promotional events to be held at the facility.
 - 2.2.7 If there are any gaps between what the proposer believes should be the proper scope of the services given all information known at the time this RFP, the proposer should clearly state these gaps in this section and clearly mark these of concerns as such
 - 2.2.8 Discussion of the assumptions relating to the responsibilities and/or commitments the proposer is expecting of the City throughout the life of this project.
- 2.3 SECTION III – The proposal should present qualifications that demonstrate the proposer's ability to successfully operate and manage the skate park. Include any previous experience managing other skate parks or similar facilities, personnel qualifications and other supporting documentation. For previous management experiences provide the facility owner's name and contact information.
- 2.4 SECTION IV – Each proposer shall provide three references.
- 2.5 SECTION V – Each proposer may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience.

PART THREE- EVALUATION OF PROPOSALS

The City, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview (at proposer's expense at the City's site) one or more of the proposers whose proposals appear to best meet the City's requirements. Interview responses along with the written proposal and samples (if any), will become part of proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

- 3.1.1. Proposed Management Plan
- 3.1.2. Qualifications
- 3.1.3. Financial Considerations

* * * * * END OF SPECIFICATIONS * * * * *

Work is to commence on or about January 1, 2011. This contract shall be for a multi-year contract period beginning approximately January 1, 2011 through December 31, 2013. The initial term of this Agreement shall be through December 31, 2011. This Agreement shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for 2 additional twelve-month terms. This Agreement will terminate on December 31, 2013.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The contractor agrees to provide all work to complete the project described in this document for the amount listed below.

Legal Business Name Action Park Alliance, Inc.

Federal Tax ID 47-0857891

Address 15131 Clark Avenue
City of Industry CA 91745

Does your company currently have a location within the City of Dunwoody? Yes ☐ No ☒

Representative Signature [Signature]

Printed Name Kirsten Bradford

Telephone Number 626 330 5803

Fax Number 626 330 5503

Email Address kirsten@actionparkalliance.com

INSTRUCTIONS TO PROPOSERS

1. INTENT

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

2. GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to: purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.
- 2.2 The Contract work shall not be divisible, and shall be awarded, if an award is made, to a single Proposer. The City will award only one contract for the services required under this Request for Proposals. If the successful Proposer intends to provide any services through another company, the successful Proposer must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.
- 2.3 A Proposer's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's branding requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.5 There shall be no reimbursables or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.
- 2.6 The Contractor must provide detailed specification lists (minimum, recommended and optimal) for a successful System. The Contractor is not permitted to include the cost of standard hardware, such as client workstations, servers or printers as part of their response to this RFP.
- 2.7 The City will contract with the successful Proposer to provide services indicated in the Specifications throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

3. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.